

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 6	
2. Amendment/Modification No.  P00001		3. Effective Date  2007JUN20		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ATAC JOHN DURKIN (586)574-8493 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: N5 EMAIL: JOHN.DURKIN1@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N. CENTRAL AVENUE, SUITE 400 PHOENIX, AZ 85004-4424		Code S0302A	
				SCD B PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  BCDS MANUFACTURING, INC. 200 AYANI NEEZ BLVD. SHIPROCK, NM 87420-1197  TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  W56HZV-07-C-0317	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2007APR03	
Code 3QNA1		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$49,248.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: 2 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) FAR 49.402-1(c)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008APR01  Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARIE T. GAPINSKI MARIE.GAPINSKI@US.ARMY.MIL (586)574-5333			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2007JUN20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0317 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 6
<b>Name of Offeror or Contractor:</b> BCDS MANUFACTURING, INC.		

SECTION A - SUPPLEMENTAL INFORMATION  
Modification P00001, Termination for Default

Noun: 32 each, Shell, Cargo, Vehicular  
NSN: 2510-01-354-0417  
P/N: 12339644-8

1. Contract W56HZV-07-C-0317 (hereinafter called The Contract) entered into by and between the United States of America (hereinafter called The Government), represented by the Contracting Officer executing this document, and BCDS Manufacturing, Inc. (hereinafter called The Contractor) under date of 3 April 2007.

Such termination (in accordance with General provision Number 10 entitled Default) will be effective immediately upon receipt of this notice of termination.

The acts or omissions constituting the default consist of:

Failure to make progress so as to endanger performance of the contract. This is in accordance with the clause at FAR 52.249-8, entitled Default (FIXED PRICE SUPPLY and SERVICE) dated April 1984, located on page 31 of 38 of the contract. The Government's finding of failure to make progress includes: 1) The Contractor, in an e-mail dated 17 April 2007 requested a no-cost cancellation citing that they could not comply with CARC paint-pretreatment requirements, 2) The Contractor did not know if their welders would be able to meet the required welding certifications, 3) The Contractor was uncertain with the contract's ISO requirements, 4) The Contractor told the QAR that they could not perform the contract due to a zinc derivative coating requirement, 5) The Contractor did not respond to a second Cure Notice sent out on 4 May 2007, which asked the Contractor to elaborate on certain elements of their response to the first Cure Notice. Those elements included: Whether the contractor could provide their AM General point of contact; Whether they were now capable of measuring/certifying the accuracy of the work to be performed for the Contract; Whether they were manufacturing/performing the metal work; If their welders were now certified as per the Contract requirement; If they now met the Qualification Requirements as provided in 52.209-1, Section I-83; If they could provide the Government assurance that they were in compliance with the Berry Amendment clause, 252.225-7014, Alt. 1, Section I-70 of the Contract; and, If they could provide the Government assurance that they could meet the required delivery schedule.

Said failure constitutes breach of the contract and is proper cause for default. The right of the Contractor to proceed further with the performance of the contract is terminated.

The terminated quantities of this contract may be repurchased by the Government against the account of the Contractor, who will be held liable for any excess costs. Further, the Government reserves all rights and remedies provided by law and under the Contract in addition to those stated above.

This Notice of Termination constitutes a decision pursuant to the DISPUTES clause of the Contract that the Contractor is in default as hereby specified, and that the failures enumerated are not due to causes beyond the control of the Contractor but are within the fault or negligence of the Contractor.

This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals.

If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the Armed Services Board of Contract Appeals within ninety (90) days from the date you receive this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the Contract by number.

If any dispute resulting from the decision herein above set forth involves an amount which is \$10,000 or less, there is available at the sole election of the Contractor a Small Claims (Expedited) Procedure under Rule 12 of the Board. In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12. However, if any dispute resulting from the decision herein above set forth involves an amount not in excess of \$50,000, there is also available at the sole election of the Contractor an Optional Accelerated Procedure of the Board (Rule 12). In order to invoke such a procedure, the Contractor must request that an appeal be processed under Rule 12.

In lieu of appealing to the Armed Services Board of Contract Appeals, you may bring an action directly to the U. S. Court of Claims\* within twelve (12) months of the date you received this decision.

\*Except as provided in Section 4 (Maritime Contracts) of the Contract Disputes Act of 1979, Public Law 95-563.

2. The quantity to be delivered under this contract is reduced by 32 each from a maximum quantity of 32 each to Zero.

3. As a result of this Modification P00001, Clin 0001AA (to include the Option CLIN 0002AA), are hereby deleted.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0317 <b>MOD/AMD</b> P00001	<b>Page</b> 3 <b>of</b> 6
<b>Name of Offeror or Contractor:</b> BCDS MANUFACTURING, INC.		

\*\*\* END OF NARRATIVE A0002 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0317 MOD/AMD P00001	Page 4 of 6
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Name of Offeror or Contractor: BCDS MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>0001 NSN: 2510-01-354-0417 FSCM: 19207 PART NR: 12339644-8 SECURITY CLASS: Unclassified</p> <p>0001AA <u>DELETED</u></p> <p>NOUN: SHELL,CARGO,VEHICUL PRON: EH71E802EH PRON AMD: 04 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV6298T900 W45G19 J 2 <u>DEL REL CD</u> <u>QUANTITY</u> 001 DELETED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>DELETED</u></p> <p>NOUN: SHELL, CARGO, VEH</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12339644-8 DATE: 30-OCT-2006</p>	64	EA	\$ <u>UNDEFINITIZED</u>	\$ <u>98,496.00</u>

Name of Offeror or Contractor: BCDS MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>Packaging and Marking</div><div>PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div>				

Name of Offeror or Contractor: BCDS MANUFACTURING, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AA	EH71E802EH 060011	AA 2 \$	49,248.00 \$	-49,248.00 \$	0.00
			NET CHANGE \$	-49,248.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9D 6D	26KB S20113	W56HZV \$ -49,248.00
				NET CHANGE \$ -49,248.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 49,248.00	\$ -49,248.00	\$ 0.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9D S20113 76D00000600110000026KB S20113